

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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THE FEDERAL SAVINGS BANK,

Case No.: 21-cv-01400

Plaintiff,

-against-

**PLAINTIFF'S
RULE 26(a)(1) DISCLOSURE**

PAUL J. MANAFORT, KATHLEEN B. MANAFORT,
and "JOHN DOE 1" through "JOHN DOE 10", the John Doe
names being fictitious, said parties intended interest in,
or other entities having a lien upon, the premises
described in the complaint,

Defendants.
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Plaintiff The Federal Savings Bank ("TFSB"), by and through its counsel, Meltzer, Lippe,
Goldstein & Breitstone, LLP sets forth the following as and for its Federal Rule of Civil Procedure
26(a)(1) disclosure to Defendants:

WITNESSES: **Paul J. Manafort**, 10 St. James Drive, Palm Beach Gardens, Florida
33418 (witness is believed to have information as to the loans at issue which matured on January
4, 2018 without being re-paid, the default thereon, and any defense to this action which Defendants
have refused to date to identify or describe);

Kathleen B. Manafort, 10 St. James Drive, Palm Beach Gardens, Florida
33418 (witness is believed to have information as to the loans at issue which matured on January
4, 2018 without being re-paid, the default thereon, and any defense to this action which Defendants
have refused to date to identify or describe);

James Brennan, The Federal Savings Bank, c/o Meltzer, Lippe,
Goldstein & Breitstone, LLP, 190 Willis Avenue, Mineola, New York 11501 (witness is believed
to have information as to the loans at issue which matured on January 4, 2018 without being re-
paid and the default thereon); and

Javier Ubarri, The Federal Savings Bank, c/o Meltzer, Lippe, Goldstein
& Breitstone, LLP, 190 Willis Avenue, Mineola, New York 11501 (witness is believed to have
information as to the loans at issue which matured on January 4, 2018 without being re-paid and
the default thereon).

DOCUMENTS PLAINTIFF CURRENTLY INTENDS TO RELY UPON TO PROVE ITS PRIMA FACIE ENTITLEMENT TO THE FORECLOSURE RELIEF SOUGHT HEREIN:

As of this moment, Plaintiff intends to rely upon all of the documents attached to the Affidavits of James Brennan and Thomas J. McGowan previously filed with this Court and located at Docket Numbers 22-1 to 22-14 on this Court's electronic docket as well as Plaintiff's Rule 56.1 Statement (and the documents referenced therein) filed with this Court and located at Docket Number 23 on this Court's electronic docket, all of which documents have been previously produced to Defendants. Any other documents upon which Plaintiff may rely will be identified when same are determined. Such documents may include any document(s) necessary to address any defense to Plaintiff's claims herein if and when Defendants ever identify a substantive defense to the mortgage notes at issue which matured on January 4, 2018 (over 3 ½ years ago) without Defendants paying same as required by the terms of said notes.

PLAINTIFF'S DAMAGES:

Pursuant to the terms of the mortgage notes at issue, the sum of \$6,062,344.55 exclusive of legal fees and costs incurred or paid by Plaintiff was due and owing Plaintiff as of June 30, 2021. Interest and other amounts to which Plaintiff is entitled to recover in this matter continue to accrue after said date in addition to legal fees and costs incurred or paid by Plaintiff after June 30, 2021.

MELTZER, LIPPE, GOLDSTEIN & BREITSTONE, LLP
Attorneys for Plaintiff

By: 

Thomas J. McGowan